EXHIBIT A

STATE OF MICHIGAN THIRD CIRCUIT COURT



SUMMONS AND RETURN OF SERVICE

CASE NO.

09~007075-CH

COURT COURT ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226 TELEPHONE NO. (313) 224-THIS CASE ASSIGNED TO JUDGE: Jeanne Stempien Bar Number: 31381 PLAINTIFF. DEFENDANT Swaydan, Bassam VS GMAC MORTGAGE LLC PLAINTIFF'S ATTORNEY Dakhlallah, Rassem Mohamad (P-70842) 6528 Schaefer Rd Dearborn, NI 68126-1813 (EIE)584-1404 CASE FILING FEE JURY FEE Paid Paid ISSUED THIS SUMMONS EXPIRES DEPUTY COUNTY CLERK 03/25/2009 06/24/2009 Bricka Chenault *This summons is invalid unless served on or before its expiration date. Cathy M. Garrett - Wayne County Clerk NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified: 1. You are being sued. 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state). 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint. There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ☐There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties. An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in The docket number and assigned judge of the civil/domestic relations action are: Docket no. Bar no. The action remains is no longer pending. I declare that the complaint information above and attached is true to the best of my information, knowledge, and

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE. If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

FORM NO. WC101 REV. (3-98) MC 01 (10/97)

SUMMONS AND RETURN OF SERVICE

MCR 2.102(B)(11), MCR 2.104, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206 (A)

belief.

Date

For best results use a felt pen

Signature

RETURN OF SERVICE

Case No.

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filling. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE OFFICER CERTIFICATE AFFIDAVIT OF PROCESS SERVER I certify that I am a sheriff, deputy sheriff, bailiff, appointed Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required) that: (notary required) I served personally a copy of the summons and complaint, 😡 I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint. Sommers 1 Complain together with List all documents served with the Summons and Complaint on the defendant(s): Defendant's name CART MOITGURE LLC. CSC - Lowigers PA Corpora tryscervilleco. Complete address(es) of service Day, date, time 601 Abbot RJ COUNTY with Home Lowns DNL. 30600 Telegraph Rd. Ste 2345 After diligent search and inquiry, I have been unable to find and serve the following defendant(s): I have made the following efforts in attempting to serve the defendant(s):_ I have personally attempted to serve the summons and complaint, together with Attachment Name and have been unable to complete service because Address the address was incorrect at the time of filing. Service fee Signature Miles traveled Mileage fee Total fee \$ Title County, Michigan. My commission expires: Signature: Date Deputy court clerk/Notary public **ACKNOWLEDGMENT OF SERVICE** I acknowledge that I have received service of the summons and complaint, together with Attachments Day, date, time on behalf of

STATE OF MICHIGAN IN THE WAYNE COUNTY CIRCUIT COURT

BASSAM SWAYDAN,

Plaintiff.

Case No. 09-Hon. -CH

COUNTRYWIDE HOME LOANS, INC. And GMAC MORTGAGE, LLC,

Defendant.

LANDIS & DAY, PLC Kassem M. Dakhlallah (P70842) Attorneys for Plaintiffs 6200 Schaefer Rd., Ste 301 Dearborn, MI 48126 (313) 582-1212

There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

Kassem M. Dakhlallah (P70842)

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, BASSAM SWAYDAN ("Plaintiff"), by and through his attorneys, LANDIS & DAY, PLC, and for his Complaint against the Defendants, COUNTRYWIDE HOME LOANS, INC. and GMAC MORTGAGE, LLC, states as follows:

PARTIES, JURISDICTION AND VENUE

- 1. Plaintiff resides in the City of Dearborn Heights, Wayne County, Michigan.
- Defendant Countrywide is a New York Corporation that does business throughout metropolitan Detroit, including, but not limited to, the City of

Dearborn Heights, Wayne County, Michigan and that operates as a "mortgage servicer," "mortgage broker" and/or "mortgage lender" in Michigan as these terms are defined in MCL §§ 445.1651a(o), 445.1651a(l) and 445.1651a(m), respectively.

- Defendant GMAC is a Delaware Limited Liability Company that does business 3. throughout metropolitan Detroit, including, but not limited to, the City of Dearborn Heights, Wayne County, Michigan and that operates as a "mortgage servicer," "mortgage broker" and/or "mortgage lender" in Michigan as these terms are defined in MCL §§ 445.1651a(o), 445.1651a(l) and 445.1651a(m), respectively.
- This lawsuit arises out of a business relationship involving Plaintiffs and the Defendant, entered into and transacted within the State of Michigan, County of Wayne,
- This lawsuit also arises out of interests in a parcel of real property located within 5. the State of Michigan, County of Wayne, commonly known as 25655 Wilson, Dearborn Heights, MI 48127 (the "Property").
- The amount in controversy exceeds the amount of twenty five thousand 6. (\$25,000.00) dollars exclusive of costs and fees, and so jurisdiction and venue are properly in this Honorable Court.

FACTUAL ALLEGATIONS

Plaintiff incorporates all previous allegations by reference as if fully restated 7. herein.

- Plaintiff purchased the Property in 2005 for about four hundred sixty thousand (\$460,000.00) dollars.
- After making a down payment, Plaintiff obtained a senior loan in the amount of \$360,000.00 and a junior loan in the amount of \$67,000.00 from Defendants Countrywide and GMAC respectively.
- 10. The loan applications prepared by Defendants contained material misrepresentations regarding Plaintiff's ability to repay the mortgage loan.
- 11. Specifically, the application stated that Plaintiff's monthly income was nearly \$14,000.00, or nearly \$172,000.00 annually. (See "Exhibit A Senior Loan Uniform Residential Loan Application"; see also "Exhibit B Junior Loan Uniform Residential Loan Application").
- 12. However, Plaintiff's gross annual income was about \$60,000.00, or \$5,000.00 monthly in 2005.
- 13. In addition, Defendants fabricated the supposed fact that Plaintiff derived \$1,500.00 in monthly rental income renting out his previous property, which was his primary residence at the time. (Exhibit A, p. 3).
- 14. In reality, the mortgage loan payments for the loan that Defendants placed Plaintiff into turned out to be over 80% of Plaintiff's net monthly income.
- 15. Plaintiff was promised that the financing scheme utilized was meant to be temporary and that Plaintiff would be able to sell the Property or refinance the loans if paying the monthly loan payments became problematic.
- 16. Plaintiff did not have the ability to make the mortgage loan payments at all relevant times without incurring substantial financial hardship. Plaintiff

- struggled to make the payments and remained current as long as he possibly could.
- 17. At all relevant times, Defendant, along with other mortgage lenders, brokers and servicers, systematically inflated the supposed market values of properties throughout the mortgage market in order to lend more money and sell the illbegotten mortgage loans on the mortgage-backed securities ("MBS") market.
- 18. As part of their scheme, Defendant made a large but presently-unknown number of loans to borrowers who were absolutely unable to repay the amounts borrowed. This led to artificially high mortgage loan amounts that were disconnected from the true market values of properties being bought and sold.
- 19. Eventually, when these doomed loans were placed into default in large numbers, the inflated property values throughout Michigan and the United States plummeted to coincide with true property values.
- 20. The Property owned by the Plaintiff in this matter suffered from this precipitous decline in statewide and national property values.
- 21. As a result, Plaintiff owed significantly more on his mortgage loan than the Property could have been sold for on the open market. In fact, the Property was never actually worth the amount of the loan that Plaintiff obtained thereon.
- 22. Plaintiff tried unsuccessfully to resolve the matter with Defendants, offering to modify the loan terms, but Defendants ignored all such attempts at compromise.
- 23. Defendants were active participants in the systematic inflation of property values and fraud in the MBS market that ultimately led to Plaintiff paying a much higher price for the Property than the Property was ever worth.

- 24. Nonetheless, Plaintiff paid each of the mortgage loan payments on time and in full in order to keep their credit ratings in tact.
- 25. However, the mortgage loan that Plaintiff has diligently paid each month was procured by fraud, misrepresentation and violations of state and federal mortgage consumer protection laws.
- 26. Eventually, Plaintiff had no more liquid assets to tap into to make his mortgage payment, and because property values in the market had depreciated back to realistic levels, Plaintiff could not refinance the loan.
- 27. Plaintiff has now missed several mortgage payments, and can no longer afford to make any payments towards his ill-begotten mortgage loan.
- 28. For all of these reasons, it is clear that the only way for Plaintiff to begin to vindicate his rights is to file this lawsuit and have the Court enter an Order preventing a foreclosure sale and preventing Defendants from evicting Plaintiff and ruining Plaintiff's credit report.

COUNT I ACCOUNTING

- 29. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 30. The amount of money due from Plaintiffs to Defendant or vice versa is unknown to Plaintiffs and cannot be ascertained without an accounting of the receipts and disbursements of the financial transactions between Plaintiffs and Defendant.
- 31. Plaintiffs are informed and reasonably believe and thereon allege that they do not owe Defendant any money.

32. Plaintiffs have demanded an accounting of the aforementioned financial transactions from Defendant and payment of the amount found due but Defendant has failed and refused, and continue to fail and refuse, to render such an accounting and to pay such sum.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT II WRONGFUL FORECLOSURE

- Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 34. MCL § 600.3204(1)(a) provides, in relevant part, that a "party may foreclose a mortgage by advertisement if... [a] default in a condition of the mortgage has

occurred, by which the power to sell became operative... (3) the mortgage containing the power of sale has been properly recorded and, if the party foreclosing is not the original mortgagee, a record chain of title exists evidencing the assignment of the mortgage to the party foreclosing the mortgage."

- 35. No such default in a condition of the mortgage has occurred.
- 36. Further, because of the nature of the MBS market, it is highly unlikely that Defendant has the present ability to provide a record chain of title evidencing ownership of the mortgage.
- 37. Thus, the Defendant's power to sell the property has not become operative.
- 38. Although Plaintiffs have repeatedly requested them to do so, Defendant has not agreed to abandon its efforts to conduct a foreclosure sale.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable

bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT III VIOLATION OF 15 USC § 1639

- 39. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 40. Defendants are in violation of 15 USC § 1639(b)(3), which requires Defendants to modify the terms of Plaintiffs' loans as Plaintiffs are experiencing a bona fide financial emergency.
- 41. Defendants have failed or refused to modify the terms of the loan.
- 42. As a result, Plaintiffs have suffered damages.
- 43. In addition, Defendants have violated 15 USC § 1639(h) which provides that:

A creditor shall not engage in a pattern or practice of extending credit to consumers under mortgages referred to in section 1602 (aa) of this title based on the consumers' collateral without regard to the consumers' repayment ability, including the consumers' current and expected income, current obligations, and employment.

- 44. By extending credit to Plaintiffs without regard to their ability to repay the debt, Defendants have violated 15 USC § 1639(h).
- 45. As a result, Plaintiffs have suffered damages.
- 46. Plaintiffs hereby invoke their right to rescind the transactions at issue in this litigation.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendants in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained.

Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from instituting a foreclosure sale of the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant rescission of the Notes and Mortgages and order Defendants to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendants' fraud and misrepresentation. Plaintiffs further request that this Honorable Court orders Defendants to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT IV PREDATORY LENDING

- 47. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 48. Defendants took advantage of Plaintiffs' inferior bargaining power in order to lock Plaintiffs into severely unfavorable Notes and Mortgages.
- 49. Defendants did not reveal all material terms of the Notes and Mortgages as they understood them.
- 50. Specifically, Defendant believed, or was reckless to the truth without knowledge thereof, that the payment amounts were greater than disclosed.
- 51. In addition, Defendants knew or were reckless to the truth without knowledge thereof, that Plaintiffs could not, under any circumstances, afford to pay the monthly mortgage loan payments on the Property.

- 52. Defendant induced Plaintiffs into obtaining the loan on the Property and granting it a security interests therein, by promising that Plaintiffs' payments would be lower than they turned out to be and that Plaintiff would be able to sell the Property for at least the amount borrowed, or otherwise refinance the loans, but these statements proved patently untrue.
- 53. Defendants further induced Plaintiffs into purchasing the Property by creating a mortgage market environment with high and constantly-increasing false property values.
- 54. As a result of these predatory lending practices, Plaintiffs are suffering and will suffer damages including the loss of the equity he had in the Property, the value of all payments made upon the ill-begotten mortgage loan, all of their liquid assets, damage to their credit rating and enduring the time and expense of an improper foreclosure sale.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court

reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT V <u>VIOLATION OF TRUTH IN LENDING ACT, 15 U.S.C § 1601 ET SEQ.</u>

- 55. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 56. Defendants provided false interest rate, fee and monthly payment disclosures in connection with the closing of the mortgage loan transaction on the Property, in violation of the Truth in Lending Act.
- 57. Plaintiff did not discover, and could not discover, Defendant's violations of the Truth in Lending Act because the documents provided to Plaintiff were withheld from Plaintiffs and if they existed at all, were seriously misleading.
- 58. Thus, Plaintiffs' claims under the Truth in Lending Act are subject to tolling.
- 59. In addition, Defendant did not provide Plaintiffs with a Notice of Right to Cancel, contrary to the mandates of the Truth in Lending Act.
- 60. As a result of Defendant's violations of the Truth in Lending Act, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property

and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT VI FRAUDULENT MISREPRESENTATION

- 61. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 62. By providing materially false property value and payment disclosures to Plaintiffs, Defendant made material representations to Plaintiffs.
- 63. Defendant further made false material misrepresentations by representing that property values on the mortgage market were much greater than they actually were.
- 64. These material representations were false at the time that Defendant made them.
- 65. Defendant knew, or was reckless to the truth without knowledge, that these statements were false.
- 66. Defendants further knew, or were reckless to the truth without knowledge that true property values were not reflective of the values of the loans being made by Defendants, and that Plaintiffs could not sell the Property or refinance the loans.

- 67. Defendant made its material and false representations with the intention that Plaintiffs would thereby borrow money from it, grant it a mortgage on the Property, pay associated closing costs and timely make monthly payments.
- 68. Because of the representations of Defendant, Plaintiffs did borrow money from it, granted it mortgages on the Property, paid associated closing costs and timely made monthly payments.
- 69. Plaintiffs have suffered damages equal to or greater than the value of mortgage loan, closing costs and payments.
- WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT VII NEGLIGENT MISREPRESENTATION

- 71. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
 - 72. Defendant as the mortgagee, stood to benefit from the Plaintiffs entering into the Note and Mortgage on the Property.
 - 73. The resulting business relationship between the parties gave rise to a duty of care on the part of Defendant to Plaintiffs.
 - 74. Defendant prepared the information relating to the values of the Property, payment amounts on the Notes and Mortgages, whether Plaintiffs could refinance or sell the Property and closing costs without reasonable care as to their truth or falsehood.
 - 75. Plaintiffs justifiably relied on said information to their detriment, suffering damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court

reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT VIII <u>DEFAMATION OF CREDIT/VIOLATION OF FAIR CREDIT REPORTING ACT</u>

- 76. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 77. Defendants committed fraud against Plaintiffs in order to induce them into entering into the above-described transactions.
- 78. Defendants' fraud has ruined Plaintiffs financially.
- 79. It is because of Defendants' fraud that Plaintiffs cannot make their monthly mortgage loan payments.
- 80. As a result, it is patently untrue that Plaintiffs defaulted on bona fide financial obligation to Defendants.
- 81. Upon information and belief, Defendants have made or will make derogatory reports on Plaintiffs' credit reports that are patently untrue.
- 82. As a result, Plaintiffs have suffered or will suffer damage to their good name, fame and reputation in the community.
- 83. Plaintiffs also suffered or will suffer damage to their credit rating.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction,

pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT IX RESCISSION OF NOTES AND MORTGAGES

- 84. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 85. The actions of Defendant, as more fully discussed above, are unconscionable.
- 86. In the alternative, the agreements between these parties were entered into by Plaintiffs because of fraud by Defendant.
- 87. In addition, there was no mutuality of assent to the terms and conditions of the Notes and Mortgages.
- 88. As such, the agreements between these parties are subject to judicial rescission.

 WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained.

 Plaintiffs further respectfully request that this Honorable Court issues an injunction,

pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT X REFORMATION OF NOTES AND MORTGAGES

- 89. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 90. The actions of Defendant, as more fully discussed above, are unconscionable.
- 91. In the alternative, the agreements between these parties were entered into by Plaintiffs because of fraud by Defendant.
- 92. In addition, there was no mutuality of assent to the terms and conditions of the Notes and Mortgages.
- 93. As such, the agreements between these parties are subject to judicial reformation.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained.

Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT XI <u>VIOLATION OF MORTGAGE BROKERS, LENDERS,</u> <u>AND SERVICERS LICENSING ACT, MCL § 445.1651, ET SEQ</u>

- 94. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 95. MCL § 445.1672 provides:
 - It is a violation of this act for a licensee or registrant to do any of the following:
 - (a) Fail to conduct the business in accordance with law, this act, or a rule promulgated or order issued under this act.
 - (b) Engage in fraud, deceit, or material misrepresentation in connection with any transaction governed by this act.
- 96. By their acts as more fully set forth in the Complaint, Defendant has violated these sections of the Mortgage Brokers, Lenders, and Servicers Licensing Act.
- 97. As a result of these violations by Defendant, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT XII USURY/VIOLATION OF USURY ACT – MCL § 438.31 ET SEQ

- 98. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 99. Defendant, having locked Plaintiff into a loan for collateral that could not be sold to redeem the value of money borrowed, and which Defendant bore no risk of loss, has committed usury against Plaintiffs.
- 100. As a result, Plaintiffs have suffered damages.
- 101. Plaintiffs hereby plead all attorney fees and costs as an element of damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enters a judgment against the above-named Defendant in the amount over twenty five thousand (\$25,000.00) dollars plus interest, costs and attorney fees so wrongfully sustained. Plaintiffs further respectfully request that this Honorable Court issues an injunction, pursuant to MCR 3.310 preventing Defendant from evicting Plaintiffs from the Property and making any negative remarks on Plaintiffs' credit reports until a resolution of this matter on the merits. Plaintiffs further respectfully request that this Honorable Court grant them rescission of the Notes and Mortgages and order Defendant to disgorge all interest payments so wrongfully obtained from Plaintiffs in connection with their improper Notes and Mortgages. Plaintiffs further request that this Honorable Court reforms the Notes and Mortgages between the parties to reflect a fair and equitable bargain without the effect of Defendant's fraud and misrepresentation. Plaintiffs further requests that this Honorable Court orders Defendant to pay all costs and attorney fees so wrongfully incurred in having to bring this lawsuit.

COUNT XIII TEMPORARY RESTRAINING ORDER/PRELIMINARY INJUNCTION

- 102. Plaintiffs incorporate all previous allegations by reference as if fully restated herein.
- 103. Defendant has violated or intends to violate the express provisions of the Note and Mortgage entered into by the parties.
- 104. Defendant also has violated or intends to violate the requirements of the Truth in Lending Act, Mortgage Brokers, Lenders and Servicers Licensing Act and other federal and state laws.

- 105. In addition, as more fully described above, Defendant has refused or has been unable to provide an accurate accounting or any proof of default under the Note or Mortgage, although Plaintiff has requested such proof repeatedly.
- 106. Unless Defendant is enjoined from engaging in conduct violative of the agreements, and from improperly foreclosing upon the Mortgage and evicting Plaintiffs, Plaintiffs have been and will continue to be irreparably harmed by (among other things): (a) The loss of Plaintiff's ownership interest in the Property; (b) The loss of Plaintiff's equity in the Property; (c) Damage to the marketability of the Property; (d) damage to Plaintiff's reputation in the community; and (e) the loss of all of Plaintiff's liquid assets without recourse.
- 107. In view of these (and other) considerations, Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiffs respectfully request that this Court:

- A. Enter immediately a Temporary Restraining Order restraining and enjoining Defendant and all persons acting in concert with it (including, but not limited to any officer, employee, agent, attorney or other representatives of Defendant) from directly or indirectly evicting Plaintiffs from the Property at issue and making any negative comments on Plaintiffs' credit report;
- B. Continue the Temporary Restraining Order in full force and effect through and including a hearing before this Court on Plaintiffs' request for the entry of a Preliminary Injunction, and set such a hearing at a date convenient for the Court;

- Following the hearing on the request for a preliminary injunction, convert C. the Temporary Restraining Order into a Preliminary Injunction, to remain in effect until the merits of the parties' dispute are resolved by a Court of competent jurisdiction;
- Grant Plaintiffs such other and further relief as the Court deems to be just D. and equitable under the circumstances.

Respectfully Submitted,

LANDIS & DAY, PLC

Kassem M. Dakhlallah (P70842)

Attorneys for Plaintiffs 6200 Schaefer Rd., Ste 301

Dearborn, MI 48126 (313) 582-1212

Dated: March 19, 2009

STATE OF MICHIGAN IN THE WAYNE COUNTY CIRCUIT COURT

BASSAM SWAYDAN.

Plaintiff,

Case No. 09-

-CH

٧,

Hon.

COUNTRYWIDE HOME LOANS, INC. And GMAC MORTGAGE, LLC Defendant.

LANDIS & DAY, PLC Kassem M. Dakhlaliah (P70842) Attorneys for Plaintiffs 6200 Schaefer Rd., Ste 301 Dearborn, MI 48126 (313) 582-1212

EX PARTE EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER AND A PRELIMINARY INJUNCTION

NOW COME the Plaintiffs, BASSAM SWAYDAN, by and through their attorneys, LANDIS & DAY, PLC, and move this Honorable Court, pursuant to MCR 3.207 and 3.310 for a Temporary Restraining Order and a Preliminary Injunction enjoining Defendants GMAC MORTGAGE, LLC, and COUNTRYWIDE HOME LOANS, INC. ("Defendants") from conducting a foreclosure sale of and evicting Plaintiffs from the real property commonly known as 25655 Wilson, Dearborn Heights, MI 48127" (hereinafter, "the Property") and from making further negative remarks onto Plaintiffs' credit reports. In support of their Motion, Plaintiffs state as follows:

1. As more fully set forth in Plaintiffs' Complaint (the contents of which are hereby incorporated herein by reference), Defendant has violated or intends to violate the express provisions of the Notes and Mortgages entered into by the parties. Defendant also has violated

and intends to violate the Federal Truth in Lending Act, as more fully set forth in the Complaint. Defendant also has violated or intends to violate the requirements of the Truth in Lending Act and/or the Michigan Mortgage Brokers, Lenders and Servicers Licensing Act, as well as other applicable law, as more fully set forth in the Complaint. In addition, as more fully described in the Complaint and in the supporting exhibits, Defendants have refused or have been unable to provide an accurate accounting or any legitimate proof of default under the Notes or Mortgages, although Plaintiffs have requested such proof repeatedly. In addition, Defendant obtained closing costs, interest and fees from Plaintiffs after having induced Plaintiffs into obtaining a mortgage loan on the Property. The Property had an inflated value because Defendant systematically and as a matter of corporate policy induced a very large number of other borrowers into borrowing more money than the true market value of their homes. When the homeowners could no longer make their excessive mortgage payments, and could no longer refinance their loans, they defaulted in large numbers. This sent property values plummeting. As a result, each month, Plaintiffs make a payment to Defendant on an obligation that was entered into based upon Defendant's fraud, misrepresentation and violations of state and federal law. It would be inequitable to force Plaintiffs to continue to make payments under this loan as if this loan was a bona fide transaction. Further, it would be improper to allow Defendant to foreclose upon the mortgages on the Property, evict Plaintiffs from the Property or to make negative statements onto Plaintiffs' credit reports for alleged failure to repay a bona fide loan obligation.

For the reasons stated in the Complaint and in Plaintiffs' Brief filed in support of 2. this Motion, unless Defendant is enjoined from engaging in conduct violative of the agreements and applicable law, and from improperly foreclosing upon the Property and evicting Plaintiffs

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and refusing to refund Plaintiffs' money to Plaintiffs, collecting monthly payments from Plaintiffs, evicting Plaintiffs from the Property and making negative credit remarks on Plaintiffs' credit reports, Plaintiffs have been and will continue to be irreparably harmed by (among other things):

- (a) the loss of Plaintiffs' ownership interest in the Property;
- (b) the loss of Plaintiffs' possessory interest in the Property;
- (c) the loss of Plaintiffs' equity in the property;
- (d) damage to the marketability of the Property;
- (e) the loss of Plaintiffs' payments to Defendants;
- (f) the loss of the value of the improvements Plaintiffs made to the Property;
- (g) damage to Plaintiffs' credit reports and ability to borrow money.

In view of these (and other) considerations, Plaintiffs have no adequate remedy at law.

3. A balancing of the relevant hardships favors the entry of injunctive relief, and such relief would serve the public interest.

WHEREFORE, Plaintiffs respectfully request that this Court:

A. Enter immediately a Temporary Restraining Order restraining and enjoining Defendant and all persons acting in concert with it (including, but not limited to any officer, employee, agent, attorney or other representative of Defendant) from directly or indirectly conducting a foreclosure sale of and evicting Plaintiffs from the Property at issue and from making any negative remarks on Plaintiffs' credit reports;

- B. Continue the Temporary Restraining Order in full force and effect through and including a hearing before this Court on Plaintiffs' request for the entry of a Preliminary Injunction, and set such a hearing at a date convenient for the Court;
- C. Following the hearing on the request for a preliminary injunction, convert the Temporary Restraining Order into a Preliminary Injunction, to remain in effect until the merits of the parties' dispute are resolved by a Court of competent jurisdiction;
- D. Grant Plaintiffs such other and further relief as the Court deems to be just and equitable under the circumstances.

Respectfully Submitted,

LANDIS & DAY, PLC

Kassem M. Dakhlallah (P70842)

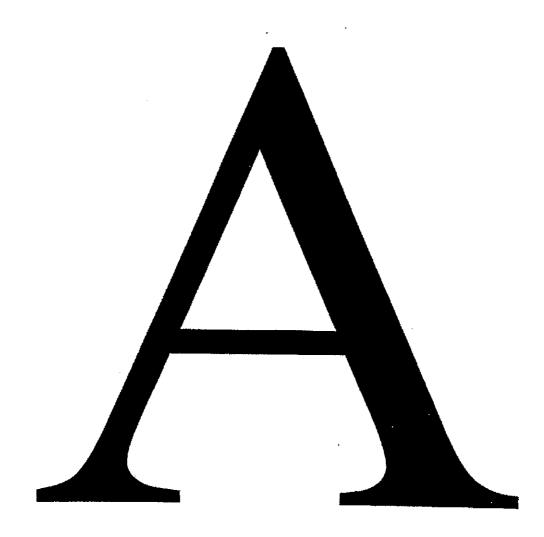
Attorneys for Plaintiffs

6200 Schaefer Rd., Ste 301

Dearborn, MI 48126

(313) 582-1212

Dated: March 19, 2009



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Loan Administration 1/21/2009 2:58 PM PAGE 44/061 805-520-5019 Unnorm Residential Loan Application This application is designed to be completed by the applicants) with the Lender's sesistence. Applicants should complete this formas: "Borrower' or "Co-Borrower," as applicable. Co-Borrower, as applicable box checked when I the income or sended of a person other than the "Borrower' (or the Borrower's epocacy) will be used as a basis for four qualification or I the income or assets of the Borrower's epocacy will not be used as a basis for four qualification. But his or hor itabilities must be considered community property state, as a basis for repayment of the security property is located in a community property state, or the Borrower is (elying on alther property located in a I; TYPE OF MORTGAGE AND TERMS OF LOAN Conventional
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Uniform Residential Loan Application
—The Compliance Source, Inc.—
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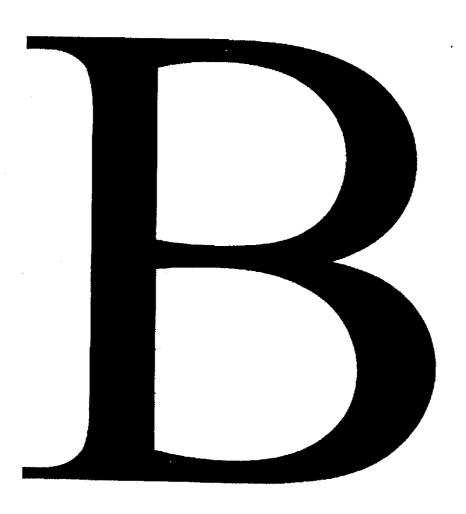
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Uniform Residential Loan Application
—Title Constliance Sounce, Inc.—

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(Page 1, or b)

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lunder's assistance. Applicants should complete this form as "Borrower' or "Co-florrower," as applicable. Co-borrower into material than the "Borrower or "To-florrower," as applicable. Co-borrower as the sistency qualification or II the income or asserts of the Borrower spouse) will be borrower resides in a community property state, the society property is located in a community property state as a basis for the Borrower is relying on other machine considered community property state as a basis for repayment of the lean.

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| Name & Address of Employer | Stif-Entploye | d Date: | (Iroin- | (0) | Nai | ne & Address of Employer | | mployed | | ilio | n.tol |
| | | | hly Inco | omo | 4 | | (m) 4411 fr | πριογοφ | | • | cowa |
| Position/Title/Type of Business | | Susir | ness Ph | оле | | IllioidTille/Type of Business | | | 1.5 | _ | |
| | | (Includ | du aren ç | eodo) | , •- | mana timer the or equities s | | | Busti | 10 55 j | prone |
| tama & Address of Employer | Scil-Employe | Dates | ·moil) | (p) | Nar | ne & Addrass of Employer | Solf-Er | mnloved | Dates | Hear | 2-101 |
| | | | hly inco | mo | - | 33 21 23 PV | [] 0011-E1 | mpioyed | Mont | | |
| osition/Title/Type of Business | | 5 Busin | iess Pfi | one | Pos | itlon/Tilla/Type of Ausiness | | | \$ | | |
| | | | Jo 3198 c | | ' | MINISTRUCTURES | | | Buştı | | hone (ebde) |
| **** | V. MONTHLY | INCOME | AND | COMBIN | EO H | DUSING EXPENSE INFO | RMATIO | N. | | | · |
| Gross Monthly Income | 020110M8\$ | Co-Borr | DANG1. | Tol | 31 | Combined Monthly Housing | Expense | <u> </u> | esent | Т | Proposed |
| Sasu Employment Income* | \$ 13.923.00 | 3 | | 3 13,9 | 23.00 | Rent | ******* | s | 0.00 | - | 11000300 |
| Overting | 0,00 | ļ | | | 0.00 | First Mongage (P& I) | | | 933.00 | 5 | 2,130.0 |
| Bonuses | 0.00 | | ***** | | 0.00 | Other Financing (P& I) | ··········· | | 0.00 | ` | 492,1 |
| Commissions | 0.00 | | | | 0.00 | Hazard Insurance | | | 65.00 | · | 126.3 |
| Dividends/Interest | 0.00 | | | | 0.00 | Roal Estate Taxos | | | 280.00 | - | 760.0 |
| Yel Rental Income Diher (helare completing | 0.00 | | | | 0.00 | Мопдаво ілѕигалсо | | <u> </u> | 0.00 | - | 0.00 |
| ee the notice in "describe | | | | | | Homeowner Association Du | 03 | - | 0.00 | _ | 0.0 |
| other income," below) | 0.00 | | | | 0.00 | Other: | | | 0.00 | _ | 0.00 |
| Cotel | \$ 13,923,00 | \$ | | s 13,9 | 23.00 | Total | | \$ 1 | ,278.00 | s | 3,508.57 |
| Ol-Employed Sorrower(s) may be req Describe Other Income Nutice: 8/C | | | | | | ut financial statemente. De revealed II this dered for repaying this lean. | | | 5 | lonih | y Antount |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| form Residential Loan Applicat | iva | | | l'age | 2 of 6 | Factor | ir 61sc For | | | | |

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of 6) (Page 3

VI. ASSETS AND LIABILITIES

This Statement and any implicable supporting schoolies may be completed gintly by both married and oriminated Co-Borrowers if their assets and flabilities are sufficiently joined so that the Statement can be meaningfully and listry presented on a combined basis; otherwise, coparate Statements and Schoolies are required. If the Co-Borrower section was completed about a spouse this Statement and supporting schoolies must be completed about that spouse also.

Completed:

| It is Co-Borrower section was completed about that spouse also. LIABILITIES AND PLEDGED ASSETS. List the croditor's name, address and account number for all Cash or ASSETS outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, Market Value Description child support, stock pleages, etc. Use continuation sheet, it necessary. Indicate by (*) those flabilities 0.00 Cash deposit toward purchase held by, which will be satisfied upon sale of real astate owned or upon relinance of the subject property. Unpaid Balance Months Left to Pay UST CHECKING AND SAVINGS ACCOUNTS BELOW Name and Address of Brink, 58t. or Credit Union Name and Address of Company \$ Paymont Months CITIMORT GAGE INC 933.00 71,768.00 N Bank One 26360 Timber Trail Mortgage 35,013.00 Account No. 20014418551203 Name and Address of Company Account No.: 17367275 Name and Address of Bank, S&L, or Credit Union \$ PayrousiUMonths 273.00 7,837.00 N 300 installment Account No. 45901078084 Account No.
Name and Address of Bards, S&L, or Cradit Union Name and Address of Company DISCOVER FINANCIAL SV 5 Paymen/Months 22.00 988.00 N Revolving Account No. 601100554752 Account No. Name and Address of Company CITI \$ PaymonUktonus 32.00 Namo and Address of Bank, S&L. or Credit Union 3 695.00 N Revolvina Account No. 542418031059 Name and Address of Company Account No. § Payment/Months Stocks & Bonds (Company name/number and Lite insurance not each value 0.00 Account No. Face Anwoull: 5 0.00 Name and Address of Company 5 PaymenVMonths 3 35,013,00 Subtotal Liquid Assets 300,000.00 Real estate owner (entot market value from 3 schodule of real estate owner() 0.00 \$ Vested interest in retirement fund 0.00 Mot worth of business(es) owned Ş (attach financial statement) Account No. Ś Automobiles owned (make and year) Nome and Address of Company 5 Payment/Months Ν Account No. Other Assers (iromize) Allinony/Child Support/Separatu Maintenance \$ 0.00 Payments Owed to: \$ 0.00 Job Related Expense (child care, union dues, etc.) Ν \$ 480.00 Total Monthly Payments N Total Assols a. 335,013.00 Net Worth (a minus b) 253,725.00 Total Liabilities D. 81,288.00

Uniform Residential Loan Application -Tru: COMPLIANCE SHURCE, INC.-

Page 3 of 6

Freddie Mac Form 65; Fanols Mac Form 1083 01414 4910171001 61kin (61kin)





| | | VI. | ASSETS AND L | IABILITIES (co | ont.) | | | |
|---|-----------|---------------------------------------|--|--|---------------------------|---------------------|---|---------------|
| Sche Propany Addross (enter S if sold, PS if pending sale or R if routal twing held for income) | dute of f | Real Estate Ow Type of Property | ned (If additional Present Market Value | properties are ov Amount of Mortgages & Liens | Gross Rental Income | Mongage Payments | Insurance, Maintenance, Taxes & Misc. | Nei Roniai |
| 26360 Timber Irali Demboni Heights, MI, 48127 | R | SFR | 300,000.00 | 71,768.00 | 1,500,00 | 933.00 | | -153.00 |
| | | | | | | | | |
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| N | _ | YOYA C | 202 202 2 | | | | | |

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s);

Abermale Name

Account No.

| a. Porchaso price | S 450,000.00 | j. Subordinate linancing | C 67 500 00 |
|--|--------------|--|-------------------------|
| Alterations, Improvements, repairs | 0.00 | k Borrower's closing costs paid by Soller | \$ 67,500.00 |
| c. Land (il acquired septrately) | 0.00 | Other Credits (explain) | 506.25 |
| d. Reference (include debts to be paid off) | 0.00 | Other | 360,000,00 |
| e. Estimated prepaid items | 300.00 | - [| |
| Estational dosary costs | 172.25 | in. Loan Amount (exclude PAS, MIP, Funding Fee furanced) | C7 ED0 00 |
| (i. Phil. NIP. Funding Fee | 0.00 | p. PMI, MIP. Funding Fee Imaged | 67,500.00 |
| n. Discount (il Borrower will pay) | 0.00 | O. Loon Amount (add m and n) | 0.00 |
| . Toral Costs (add flems a through hi | S 450,127,75 | p Cash hondo Borrover (subtract j. k. l. & a from i) | 67,500.00 -44,366.00 |

| l yo | u answer "yos" to any questions a through I, please use a continuation sheet for explanation. | Dorre | wei | Co-Ba | (CWS) |
|------|--|------------|----------|-------------------|-----------|
| , | Are there any outstanding judgments against you? | Yes | No | Yes | No |
| | Mayo you been declared bunkrypt within the past 7 years? | 닏 | <u> </u> | | |
| | Have you had properly foreclosed upon or given title or deed in field thereof in the last 7 years? | | <u> </u> | 1 | \Box |
| | Alip you a pany to a tavsuit? | <u> </u> | <u> </u> | | <u>[]</u> |
| | Have your discely or indicately been chligated on any loan which resulted in forecleavre, canster of title in lieu of forecleavre, or judgment? (This would include such loans as home murigage toans, SBA foans, home improvement loans, educational loans, remodecluted (mobile) home loans, any contragge, binancial obligation, bund, or loan quarantee. If "Yes," provide details, including date, name and address of Leigher, FHA or VA case number, if any, and reasons for the gotion.) | <u> </u> | <u> </u> | | |
| | Are you presently delarquant or in detaill on any Federal debt or any other taxin, makegage, financial obligation, band, or taxin guarantee? If "Yes," give details as described in the preceding question. | | <u> </u> | | |
| | Are you obligated to pay altinony, child support, or separate maintenance? | 3 | <u> </u> | ᆛᆜᆜ | ᆜ |
| | Is any part of the dawn payment borrowed? | | <u> </u> | - | ᆜ |
| _ | Are you's CO-makur or endorser on a note? | 볼 | <u> </u> | <u> </u> | Ш. |
| [| Aro you a U.S. citizen? | <u>_</u> | <u> </u> | <u> </u> | |
| ٦ | Are you a pernannent resident elian? | <u> </u> | <u></u> | 1 🖳 | |
| ٦ | Do you intend to occupy the property as your primary residence? If "Yes," complete question in below. | <u>_</u> | <u> </u> | | |
| 7 | Have you that un ownership interest in a property in the last three years? | <u> </u> | <u> </u> | | |
| | (1) What type of properly did you own — principal residence (PR), second flome (SH), or investment properly (IP)? | <u> </u> | <u> </u> | \Box | |
| 1 | (2) How did you hold title to the home — sately by yourself (S), jointly with your spease (SP), or jointly with another person (O)? | <u></u> \$ | | | |

Uniform Residential Loan Application
—THE COMPLIANCE SOURCE, INC.—

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Page 1 of 6

Freddie Atue Form 65; Fannie Afue Form 1003 01.04



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|--|--------------------|--|---|---|---|
| Use the | tollowing an | ea if you need more sp | ace to complete th | e Residential Loan Appilca | tion |
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| | | IX. ACKNOWLEDG | MENT AND AGRI | EEMENT | |
| | | | | | |
| instures, servicers, successors and assigns in this application if any of the maleral facts the owner or servicer of the Loan may, in adconsumor credit reporting agencius; (9) we Landor nor its agents, brokers, insurers, sat value of the propent; and (11) my transmissible laws (excluding audio and vider recording audio a | vicers, success | n ight said camedas that it a notestsimble soldes of the a soldes said soldes of the | niay have relating to su like Loon occount may representation or warn | th delinquency, report my name a be Hansleried with such notice a unity express or involved to | a rush be tedrited by fast, (10) traitiet out accord jupoturation to one of these teams on the Fosti pecous defindment |
| Borrower's Signature | , | Date_ | 7 | | |
| Y 10 - 1 - 1 | 1 | 0-29-05 | Ca-Borrower's Sig | Sustrie | Date |
| | Y INFOR | AATION FOR BOUT | · · · · · · · · · · · · · · · · · · · | | 1 |
| the tollowing information is regularized by the | A. INPURN | ATION FOR GOVE | RNMENT MONITO | RING PURPOSES | · · · · · · · · · · · · · · · · · · · |
| The following information is requested by the fair housing and home morrgage disclosure the basis of this information, age on whether the plants of the morrow of not formation. If you do not formation, before a nut wish to formation the information, please a sobject under applicable state law for the participation. | TOU COUNTY IN | unimental and ADO tolumen ities | information, please no | wide bette attended a mark | THE LOS WITH A DESCRIPTION OF THE PROPERTY OF |
| BORROWER I do not wish to lumis | is this internatio | iti, | CO-BORROWER | I do not wish to fumish thi | |
| Race: Hispanic or Latino Amorican Infilm or | Moi IHs Asian | panic or Latino | Ethnicity: | Hispanic or Latino | Not Hispanic of Latino |
| Alaska Native | L'T VEISU | Black or African American | Race: | American Indian or | Asian Black or |
| Native Hawaiian or Other Pacific Islands | White | | Í | Alaske Nativo Nativo Hawaiian or Other Pacific Islander | African American White |
| Sox; Female | Male | | Sex; | | |
| TO BE COMPLETED BY INTERVIEWER | Interviewer's | Mains (print or type) | | | Niple |
| This application was taken by: | | | | Name and Address of Intervie | wer's Employer |
| Face-to face interview | Interviewers | Signature | Date | 1 | |
| Mail Total | | | | | |
| ☐ Telephone ☐ Interne: | Interviewers | Phone Number (include are | a codu) | 1 | |
| The present of the pr | .l | | | 1 | |
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| Uniform Residential Lava Application | | | | | |
| —THE COMPLIANCE SOURCE, INC.— | | frag | e 5 of 6 | Feeddle Mac Forn | 65; Funnie Mae Form (003 B),04 |
| स स.स.६ जन्म (जिस्से राज्यका इंट.६५०)) स | | A III) najpazza | | | 00301 M1004 B2004 to time. |
| | [] | | I TANKA I TANKA I | 3 3 110 3 1 3 3 | # 1001, The Compliance Source, Inc. |
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| | | O F II W | v v u 8 ; | 10573 | 0 1 0 1 |

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Resideritial Loan Application.
Mark B for Borrower or C for Co-Borrower

Borrower: Agency Case Number; Bassam Swaydan Co-Borrower: Lender Case Number: 0087105730

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any latse statements concerning any of the above facts as applicable under the provisions of Title 18. United States Code, Section 1001, et. seq.

Co-Borrower's Signature

Date

Uniform Residential Loan Application

—THE COMPLIANCE SURICE, INC.

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Freddie Sloc Form 65; Famile May Form 1003 01.04

